INVITATION TO BID	ALCO T	BIDS WILL BE PUBLICLY OPENED:
STATE OF LOUISIANA		OCT 18, 2005 10:00 AM
DIVISION OF ADMINISTRATION		
OFFICE OF STATE PURCHASING	A. A	PURCHASING AGENCY NO.: 107001
====> VENDOR NO. : SOLICITATION : 2203174		
FILE NO. : M26136D OPENING DATE : 10/18/05		
OPENING DATE: 10/18/05		SEE NO. 8 BELOW. RETURN BID TO
VENDOR NAME AND ADDRESS		10:00 AM 2203174 10/18/05 M26136D
====>		OFFICE OF STATE PURCHASING
		OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095
		BUYER : DOROTHEA YOUNG, CPPB
		BUYER PHONE : (225) 342-8022 DATE ISSUED : 09/21/05
EU LINIVENDOR NUMBER (EEIN) NA	ARRE AND	REQ. AGENCY : 264000 FOLD HERE> DCRT-OFFICE OF STATE PARKS
FILL IN VENDOR NUMBER (FEIN), NA ADDRESS ABOVE, BEFORE SUBMIT		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ADDITEOS ABOVE, BEI ONE SODIMI	i iiida bib	VENDOR PHONE : FISCAL YEAR : 06
		CLASS/SUBCLASS : 96827
		SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00
		T-NUMBER :
REMOVE AND REPLACE 16 CROSS DRAINS		
SAM HOUSTON JONES / JIM GIRARD		
TO BE C	OMPLETED BY VE	NDOR
1PLEASE REMOVE FROM THIS COMMODITY CODE. 2 DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RI	ECEIPT OF ORDER	.
3 % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN T LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, B		
DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CON		
BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4 BID BOND ATTACHED, CERTIFIED CHECK ATTA	ACHED,	OTHER, IF REQUIRED.
5 BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON F	RESULTING ORDE	R OR CONTRACT).
INSTRUC	CTIONS TO BIDDE	as
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTI		
INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK.	,	FOLD HERE->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINAT		RWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE"
OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE N INVOICE OR DELIVERY, WHICHEVER IS LATER.	MADE WITHIN 30 D	AYS AFTER RECEIPT OF PROPERLY EXECUTED
AMOUNT OF BID BOND REQUIRED: N/A AMOUNT OF PERFORMANCE BOND, IF REQUIRED.		R 100% OF BID.
7. DESIRED DELIVERY: 240DAYS ARO		
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA S THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE	E SPECIAL ENVEL	OPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THI PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANI		
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIAN	ICE WITH ALL INS	TRUCTIONS TO BIDDERS, TERMS. CONDITIONS AND
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE W BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL B	VITHOUT COLLUSI	ON OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE		NAME OF BIDDER
(MUST BE SIGNED)		(TYPED OR PRINTED)

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

3 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

4 BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISES ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN AND PROPERLY INSTALLED.

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5 IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTOR'S LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000 OR MORE (AND \$1 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED).

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.

BIDDERS REPRESENTATION:

IN MAKING HIS BID, EACH BIDDER REPRESENTS THAT: HE HAS READ AND UNDERSTANDS THE BID DOCUMENTS AND HIS BID IS MADE IN ACCORDANCE HEREWITH; HE HAS VISITED THE SITE AND HAS FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED.

BEFORE SUBMITTING PROPOSALS, BIDDERS MUST INSPECT THE PROPOSED SITE AND ACQUAINT THEMSELVES WITH ALL OF THE CONDITIONS UNDER WHICH THE WORK WILL BE DONE. NO ADDITIONAL COMPENSATION WILL BE GRANTED BECAUSE OF UNUSUAL DIFFICULTIES WHICH MAY BE ENCOUNTERED IN THE EXECUTION OF ANY PORTION OF THE WORK.

AGENCY CONTACT PERSON:___PARK MANAGER___PHONE:__(337) 855-4575____

VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE OFFICE OF STATE PURCHASING PERSONNEL PRIOR TO BID OPENING.

BIDS: UNLESS OTHERWISE SPECIFIED, A LUMP SUM BID IS REQUESTED FOR THE WORK SHOWN ON PLANS AND/OR IN SPECIFICATIONS.

REJECTION OF BIDS: THE CONTRACTOR UNDERSTANDS THAT THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES.

WITHDRAWAL OF BIDS: THE CONTRACTOR AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) CALENDAR DAYS AFTER THE BID OPENING.

PERFORMANCE BOND/LABOR AND MATERIALS BOND: THE CONTRACTOR SHALL FURNISH, WITH HIS EXECUTED CONTRACT, A PERFORMANCE BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE FAITHFUL PERFORMANCE OF HIS CONTRACT, AND A LABOR AND MATERIAL BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE PAYMENT OF ALL PERSONS PERFORMING LABOR ON THE PROJECT UNDER THE CONTRACT AND FURNISHING MATERIALS IN CONNECTION WITH THE CONTRACT. THE PERFORMANCE BOND WILL BE SECURED BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE UNITED STATES DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES AND IN ACCORDANCE WITH RESTRICTIONS SET BY THEM OR BY AN INSURANCE COMPANY THAT IS EITHER DOMICILED IN LOUISIANA OR OWNED BY LOUISIANA RESIDENTS AND IS LICENSED TO WRITE SURETY BONDS. IN

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ADDITION, ANY SURETY BOND WRITTEN FOR A PUBLIC WORKS PROJECT SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY THAT IS CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA.

PERMITS, LICENSES, LAWS AND TAXES: THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERMITS, LICENSES, AND CERTIFICATES AND COMPLY WITH ALL LAWS OR ORDINANCES APPLICABLE TO THE LOCALITY OF THE BUILDING SITE AND THE STATE OF LOUISIANA. THE CONTRACTOR SHALL INCLUDE IN HIS BID ALL APPLICABLE STATE, FEDERAL, OR OTHER TAXES REQUIRED.

INSURANCE:

COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ARE REQUIRED ON THIS BID.

UNLESS OTHERWISE PROVIDED, THE OWNER SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE UPON THE ENTIRE WORK AT THE SITE TO THE FULL INSURABLE VALUE EQUAL TO THE CONTRACT SUM PLUS ALL AMENDMENTS.

THE STATE OF LOUISIANA IS TO PROVIDE BUILDER'S RISK INSURANCE TO PROTECT THE OWNER, CONTRACTOR, AND SUB-CONTRACTORS AS THEIR INTERESTS MAY APPEAR. THE POLICY IS SUBJECT TO THE FOLLOWING DEDUCTIBLES, WHICH WILL BE PAID BY THE CONTRACTOR:

ALL COVERED CAUSES OF LOSS, EXCEPT FLOOD \$1,000 DEDUCTIBLE PER OCCURRENCE
FLOOD CAUSE OF LOSS \$5,000 DEDUCTIBLE PER OCCURRENCE

THE POLICY INSURES AGAINST "ALL RISK" OF DIRECT PHYSICAL LOSS OR DAMAGE SUBJECT TO CERTAIN EXCLUSIONS AND LIMITATIONS. A COPY OF THE CURRENT POLICY CAN BE FOUND AT THE OFFICE OF RISK MANAGEMENT WEBSITE AT HTTP://WWW.DOA.LOUISIANA.GOV/ORM/UW.HTM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THIS POLICY AND, IF ADDITIONAL INSURANCE IS DETERMINED TO BE NEEDED, TO PURCHASE THE ADDITIONAL INSURANCE TO PROTECT THE CONTRACTOR AND SUB-CONTRACTOR INTEREST IN THE PROJECT.

INQUIRIES CONCERNING THE OWNER'S INSURANCE POLICY SHALL BE SENT TO THE ADDRESS SHOWN BELOW. IN THE EVENT OF A LOSS OR CLAIM, PLEASE NOTIFY THE OFFICE OF RISK MANAGEMENT AT THE TELEPHONE NUMBER SHOWN BELOW, WITH CONFIRMATION IN WRITING, PROVIDING ALL PERTINENT INFORMATION, SUCH AS DATE OF LOSS, TYPE OF LOSS, APPROXIMATE EXTENT OF DAMAGE, LOCATION, AND PROJECT NUMBER.

DIVISION OF ADMINISTRATION OFFICE OF RISK MANAGEMENT POST OFFICE BOX 91106 BATON ROUGE, LA 70821-9106 (225) 342-8500

AFFIDAVIT: SUCCESSFUL CONTRACTOR SHALL BE REQUIRED TO EXECUTE AN AFFIDAVIT ATTESTING "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

RECORDATION CERTIFICATE: CONTRACTOR SHALL UPON RECEIPT OF EXECUTED

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CONTRACT, BOND AND PURCHASE ORDER, RECORD CONTRACT AND BOND WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED, OBTAIN A CERTIFICATE OF RECORDATION FROM THE CLERK OF COURT AND FORWARD THIS CERTIFICATE IMMEDIATELY TO THE DIVISION OF ADMINISTRATION. THIS CERTIFICATE MUST BE RECEIVED BEFORE ANY INVOICES ON THIS PROJECT CAN BE PROCESSED. THE EXPENSE FOR THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROGRESS PAYMENTS: THE FOLLOWING PAYMENT SCHEDULE SHALL APPLY:

FOR CONTRACTS WITH A COMPLETION DATE OF MORE THAN THIRTY (30) DAYS:

ON OR ABOUT THE FIRST DAY OF EACH MONTH NINETY PERCENT (90%) OF THE VALUE BASED ON THE CONTRACT PRICE, OF LABOR AND MATERIALS INCORPORATED IN THE WORK, AND OF MATERIALS SUITABLY STORED AT THE SITE THEREOF UP TO THE FIRST DAY OF THAT MONTH, AS ESTIMATED BY THE OWNER, LESS THE AGGREGATE OF PREVIOUS PAYMENTS AND UPON SUBSTANTIAL COMPLETION OF THE ENTIRE WORK, A SUM SUFFICIENT TO INCREASE THE TOTAL PAYMENT TO NINETY PERCENT (90%) OF THE CONTRACT PRICE.

FOR CONTRACTS WITH A COMPLETION DATE OF THIRTY (30) DAYS OR LESS:

UPON SATISFACTORY COMPLETION OF THE WORK, NINETY PERCENT (90%) OF THE CONTRACT PRICE.

ACCEPTANCE: UPON WRITTEN NOTICE BY THE OWNER TO THE DIVISION OF ADMINISTRATION, A NOTICE BY OWNER OF ACCEPTANCE OF WORK WILL BE EXECUTED AND FORWARDED TO THE CONTRACTOR FOR RECORDING WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK HAS BEEN PERFORMED AND CONTRACTOR SHALL FURNISH A CLEAR LIEN CERTIFICATE FROM THE CLERK OF COURT (TO THE OWNER ALONG WITH FINAL INVOICE) FORTY-FIVE (45) DAYS AFTER RECORDATION OF ACCEPTANCE. FINAL PAYMENT OF TEN PERCENT (10%) WILL BE MADE AT THIS TIME.

GUARANTEE: IF, WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTRACT DOCUMENTS, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CORRECT IT PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OWNER TO DO SO UNLESS THE OWNER HAS PREVIOUSLY GIVEN THE CONTRACTOR A WRITTEN ACCEPTANCE OF SUCH CONDITION. THE OWNER SHALL GIVE SUCH NOTICE PROMPTLY AFTER DISCOVERY OF THE CONDITION.

DELAYS AND EXTENSION OF TIME: THE CONTRACTOR SHALL PERFORM FULLY, ENTIRELY, AND IN SATISFACTORY MANNER THE WORK CONTRACTED, WITHIN THE NUMBER OF CALENDAR DAYS STIPULATED IN THE PROPOSAL AND THE CONTRACT. TIME WILL BE ASSESSED AGAINST THE CONTRACTOR BEGINNING THE DATE OF THE NOTICE TO PROCEED WHICH IS THE PURCHASE ORDER ATTACHED TO THE CONTRACT.

LIQUIDATED DAMAGES: LIQUIDATED DAMAGES IN THE AMOUNT OF \$50.00 PER DAY SHALL BE ASSESSED FOR EACH AND EVERY DAY THE PROJECT REMAINS INCOMPLETE BEYOND THE ESTABLISHED COMPLETION DATE.

SPECIFICATIONS	INVITATION TO BID
NUMBER : 2203174 OPEN DATE: 10/18/05 TIME: 10:00 AM T-NUMBER :	BIDDER:
ALL STRIKES, LOCK-OUTS, OTHER CONDITION OVER WHI ANY SUSPENSIONS ORDERED THE CONTRACTOR, SHALL BE TIME FOR COMPLETION OF T FOR AN EXTENSION OF TIME ALLOWANCES WILL BE MADE OF THE WORK DUE TO THE E EVIDENCE FROM THE SUPPLI DELIVERED IN TIME TO CON THEN THE CONTRACTOR CAN OF THE WORK.	CT TIME FOR THE COMPLETION OF THE PROJECT, UNUSUAL DELAYS IN TRANSPORTATION, OR ANY ICH THE CONTRACTOR HAS NO CONTROL, AND ALSO BY THE ENGINEER FOR CAUSES NOT THE FAULT OF E EXCLUDED FROM THE COMPUTATION OF THE CONTRACT THE WORK. THE CONTRACTOR MUST APPLY IN WRITING E WITHIN SEVEN (7) DAYS AFTER DELAY OCCURS. NO FOR DELAYS OR SUSPENSIONS FOR THE PROSECUTION FOR THAT EQUIPMENT SPECIFIED CANNOT BE MPLETE THE PROJECT WITHIN THE TIME SPECIFIED, REQUEST AN EXTENSION OF TIME FOR THE PORTION ED NAME: ME: ME:
AGENCY SIGNATURE AS VERI	IFICATION OF JOBSITE VISIT

PAGE 9

		J. D. 47 T. T. T.	OU TO 5			
	: 2203174	INVITATI	ON TO E	טוט		PAGE
T-NUMBER	: 10/18/05 TIME: 10:00 AM :					10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: DCRT-OFFICE OF STATE PARKS SAM HOUSTON JONES STATE PARK 107 SUTHERLAND ROAD LAKE CHARLES, LA 70611					
00001	COMMODITY CODE: 968-27-000000 FURNISH ALL MATERIAL, LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO REMOVE & REPLACE 16 CROSS DRAINS AT THE SAM HOUSTON JONES STATE PARK IN STRICT ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. CONTACT PERSON: JIM GIRARD 337-855-4575 ACT 729 PROJECT PROJECT PROJECT # 06-264-04-01-5B	1	JOB			

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TECHNICAL SPECIFICATIONS FOR REPLACING CROSS DRAINS

CALCASIEU PARISH LAKE CHARLES, LOUISIANA

PREPARED BY:
SAM HOUSTON JONES STATE PARK
OFFICE OF STATE PARKS
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
DATE: AUGUST 2005

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

<u>01010 Summary of Work</u> – The contractor shall provide all labor, materials and equipment to complete the following work:

1. Remove and replace sixteen (16) cross drains at Sam Houston Jones State Park in Moss Bluff, Louisiana. Remove existing culverts, backfill with limestone, install new 18" RCP on limestone, cover with 6" layer of 4000psi concrete followed by 2" new asphalt. Approximately 576 linear feet of RCP.

Unless specified otherwise, all materials shall be new, manufactured items suitable for their intended use, installed according to manufacturer's direction or customary good trade practices, and in all cases materials and workmanship shall comply with all applicable building codes. Workmanship shall be at least as good as normal trade practices with all lines, elevations, surfaces, finishes, etc. like those shown in the plans.

01015 Contractor's Use of Premises -

- 1) The contractor shall have free use of restrooms and reasonable use of electrical power and water for construction purposes. In no way shall the contractor's use of the park impair the park's use or condition. The contractor shall promptly repair any damage to the satisfaction of the inspector.
- 2) Free lodging of laborers on grounds is not permitted. Further, the contractor shall be subject to all other State Park Regulations applying to the public.
- 3) The contractor shall schedule his work to provide no interference with park visitation and shall keep utility outages to the minimum length required for construction.

<u>01041 Project Coordination</u> – The project officer shall be the Office of State Park's park manager, Jim Girard, and his decision shall be final in all interpretations of the plans and these specifications. All communications shall be through the project inspector. Cooperate with the park manager in all matters pertaining to scheduling correlations with the public.

<u>01050 Field Engineering</u> – The contractor is responsible for all quantities, measurements, and grades. Provide rough and final staking, elevations and benchmarks as required by the project inspector for the approval.

<u>01051 Grades, Lines and Levels</u> – All construction shall be plumb, level and true to the lines shown on the plans. All slopes All slopes shall be consistent and drain as intended. The inspector shall instruct the contractor on any incidental construction that may be necessary to accomplish a functional project. Slope to drain always.

01060 Regulatory Requirements -

- 1) The contractor shall obtain all permits, pay all fees, record the contract, and comply with all state, federal and local requirements. All construction shall comply with the Louisiana Building Code for State Owned Buildings. If any provision of these specifications or the plans are in conflict with any code, the contractor shall notify the inspector before construction or the contractor shall make remedial changes to bring the work into compliance at no additional cost to the state.
- 2) Safety is part of this contract. Contractor shall abide by OSHA and all other safety regulations and take all other measures necessary (such as barriers, fences, warning signs, protective clothing, etc.) to protect the public and workmen.
- 3) Temporary scaffolds, staging and safety devices The contractor shall provide, erect, maintain and remove, when directed, all scaffolding, staging, platforms, temporary flooring, temporary runways, guards, railing, stairs, and ladders necessary for reaching all portions of the work conveniently and safely and as required by local, federal and state codes or laws for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations, as applicable to the project.
 - 4) Fire protection contractor shall verify availability and location of existing onsite fire protection equipment. Provide additional temporary equipment as required by applicable safety standards.

01150 Measurement and Payment -

- 1) Bids The contractor's bid shall be lump sum with no qualifications, informalities or item payments or the bid will be disqualified.
- 2) Add alternates If add alternates are part of the project the contractor shall note them and their amount on his bid. The low bid, including any add alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.

- 3) Partial payments See <u>Progress Payments and Acceptance</u> in bid documents. If the contractor requests partial payments, they shall be made using the invoice and the schedule of values forms supplied in these specifications. The approved schedule of values shall be based upon the divisions of these specifications except that the value of Division One shall be zero. Upon
- 4) completion of the project (acceptance), payment will be authorized for 90% of the contract amount (10% retainage) less the value of all the punch list items which shall be computed at 2.5 times the actual cost of the punch list. No partial payments will be made on the punch list. The inspector's decision on payment approval shall be final.
- 5) Change orders All changes in the work involving the contract amount, scope of work, or contract time shall be made only by change orders. Change orders shall be prepared by the contractor as directed by the inspector and approved by State Purchasing and the inspector prior to any changes. Change orders shall contain:
 - a) An itemized list of material and labor costs for each subcontractor's work including quantities and unit costs for each item of labor and each item of material.
 - b) Same as above for contractor's labor and material.
 - c) Overhead and profit.
 - d) Time extension for extra work or acts of God.
- 6) Quantities All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge of the Office of State Parks. They are for the guidance of the contractor and shall be verified by the contractor. If discrepancies or errors exist, the inspector shall be notified prior to construction.

A PRE BID MEETING TO BE HELD AT THE JOB SITE ON 10/4/05 AT 10:00 A.M.

<u>01200 Project Meetings</u> – A <u>pre-bid conference</u> will be held at the job site and prospective bidders are expected to be familiar with site conditions and bid procedures. After the contract is let, a <u>pre-construction conference</u> shall be held before commencing work. <u>Progress meetings</u> shall be held at least monthly to review the progress and quality of the work and to review requests for partial payment. At the completion of work, a <u>Final Inspection</u> shall be held after at least a three day notice by the contractor to prepare a punch list (if necessary) of items to be addressed before acceptance.

01300 Submittals

- 1) As equal determinations manufacturer's brand names, colors and model numbers are used for the sole purpose of obtaining competitive bids. Substitutions of products of other manufacturers equal to or superior to those listed may be acceptable if approved by the inspector prior to bidding. Otherwise, the contractor's substitution may be rejected. For a substitution to be pre-approved by the inspector, the contractor may submit, ten (10) days before the bid date, samples, brochures and technical data sufficient for the inspector to make a decision.
- 2) Packaging The contractor shall retain all packaging and supplier's invoice in neat, clean, dry, legible condition for the inspector to determine compliance with these specifications.
- 3) Shop drawings Submit shop drawings where ever required by the plans, these specifications or when required by the inspector. Such drawings shall be drafted, dimensioned, and scaled drawings clearly showing the contractor's intended plan, materials and the like.

<u>01510 Temporary Utilities</u> – Provide temporary utilities as needed at no additional cost to the State.

<u>Payments</u> and <u>Project Meetings</u> regarding acceptance, punch list and final inspection. After completion, the contractor shall remove all scraps, forms, packaging, debris, spatters, dust, dirt, etc., and leave the work in a neat and clean condition with all facilities ready for use by the Office of State Parks. Salvageable materials remain the property of the State and shall be delivered to the park manager. Materials deemed waste by the inspector shall be removed from the park by the contractor.

<u>01740 Warranties and Bonds</u> – All materials and workmanship shall be warranted for a period of one (1) year.

DIVISION 2 – SITE WORK

02070 Selective Demolition

Remove asphalt over existing culverts (16) and remove existing RCP culverts. Dispose of removed asphalt and culverts off site.

02434 Culverts

Backfill excavation with compacted limestone. Install new 18" RCP cross drains on limestone (576 lin. ft.). Cover with a 6" layer of 4000psi concrete, followed by a 2" layer of asphalt.